



STATE OF UTAH CONTRACT NUMBER: **MA1688** July 31, 2006 Page 1 of 4
MULTIPLE AWARD CONTRACT

Revision Number: 2

Purchasing Agent: JARED GARDNER

Item: MICROSOFT SOFTWARE (ACADEMIC ONLY)

Vendor: 72824F EnPointe Technologies
12227 South Business Park Dr., #102
Draper, Utah 84020

Internet Homepage: www.enpointe.com/utah

Telephone: (866) 334-2089 statewide

Fax number: (800) 915-9188

Contact: SEE EnPointe contact information below

Email address: utahgov@endpointe.com

Brand/trade name: Microsoft

Price: -20% off Academic retail License Prices
-25% off Media Disk Kits and Document Kit

Terms: Net 30

Effective dates: 08/01/03 through 07/31/09

Days required for delivery: 4-7 BUSINESS DAYS

Price guarantee period: 3 YEAR for Discount-Microsoft Reserves the Right to
change the Academic Retail Price

Minimum order: None

Min shipment without charges: None

Other conditions: See Page 2

Renewal Options: One option for a (3) year renewal

NOTE: EFFECTIVE DATE EXTENDED.

Remittance Address: EnPointe Technologies
P.O. Box 514429
Los Angeles, CA 90051-4429

This is a multiple award contract. Users must review contract MA1694 with Software House International. Document the purchase selection.

This contract covers only those items listed in the price schedule. It is the responsibility of the agency to ensure that other items purchased are invoiced separately. State agencies will place orders directly with the vendor (creating a DO in Finet). Agencies will return to the vendor any invoice which reflects incorrect pricing.



As a State of Utah Large Account Reseller, EnPointe Technologies will abide by the contract allowing any school, higher education organization, subdivision, authorized entity or employee to purchase on the statewide Microsoft education contract with "no exclusions."

EnPointe Contact Information

Randy Everett

Phone: 877-869-4332

E-mail: reverett@enpointe.com

Shaun Jager

Phone: 877-505-3886

E-mail: sjager@enpointe.com

Tanya Nilson

Phone: 877-505-3844

E-mail: tnilson@enpointe.com

Bob Olsen, Branch Manager

Phone: 801-576-5586

E-mail: bolsen@enpointe.com

Microsoft Representatives

Jessica Friesen

University of Utah, Utah State University, Davis, Granite and
Jordan School districts

Phone: (720) 528-1735

Cell: 303-883-0990

E-mail: jessicaf@microsoft.com

Shawn Ammons

All other Educational Institutions

Phone: (425) 705-1979

Cell: (206) 660-7069

E-mail: shawnsch@microsoft.com

PRICING

ALL PERCENTAGE DISCOUNT PRICES INCLUDE SHIPPING WITH THE EXCEPTION OF OVERNIGHT OR SPECIAL SHIPPING REQUESTS.

<u>DESCRIPTION</u>	<u>QTY.</u>	<u>% DISCOUNT OFF MICROSOFT</u>
Microsoft Select 6.1 Software Site License w/Software Assurance (ALL)	1	20%
Microsoft Select 6.1 Software Site License w/out Software Assurance (ALL)	1	20%
Microsoft Select Disk Kit	1	25%



Microsoft Document Kit

1

25%

MICROSOFT ACADEMIC SELECT ENROLLMENT

Academic users are to sign an enrollment form with one of the Microsoft Large Account Resellers (EnPointe or Softwarehouse International).

To receive a copy of the Enrollment Form, please contact Randy Everett or select the link below for an electronic enrollment form.

http://www.enpointe.com/utah/software_licensing.asp

With questions on the enrollment process, please call Jerry Fullmer (801) 321-7108 for higher education, or Rick Gaisford (801) 538-7798 for public education.

ORDER INFORMATION

To place an order EnPointe will accept faxed, e-mailed or standard mailed purchase orders.

MICROSOFT ACADEMIC STUDENT SELECT

The Academic Student Select Enrollment allows academic institutions to obtain some items for students at discount prices. This would allow Higher Education Bookstores to re-sale student versions to the students.

Minimum order quantity is 25 licenses.

Please contact Randy Everett at En Pointe for more information.

MICROSOFT ORDER CONFIRMATION

Electronic Confirmations and order information is available with a password, on Microsoft's protected site at <https://licensing.microsoft.com>.

For a username and password call Randy Everett at 877-869-4332

MICROSOFT ACADEMIC SELECT 6.1 AGREEMENT

A copy of the select will be posted here when completed.

PRODUCT RETURN GUIDELINES

To return product, customers must contact En Pointe Customer Service within fifteen (15) days of purchase to Return Merchandise Authorization. En Pointe return approvals are based on manufacturer and vendor policies that are subject to change without notice. Restock charges and other fees may apply. Upon approval, the product must be shipped prepaid to the En Pointe Returns Center within seven (7) days of the approval. Customers can insure the shipment or assume the risk of loss or damage. Product must always be returned complete and in its original box and it must contain all documentation, accessories, software and packaging materials. The following returns will be rejected back to the customer: incomplete product; product returned



without authorization or after the authorization expires; product returned freight collect; product not matching in condition, part number, or item count.

For requests, contact....

En Pointe Customer Service

Phone: (909)456-7580

Email: RMARequests@enpointe.com

Send product to....

En Pointe Returns Center

1040 Vintage Avenue, Bldg. A

Ontario, CA 91761

Non-Returnable Product

The following are non-cancelable and non-returnable: special orders or custom made product; software license and open software packages.

Defective Product (DOA)

In accordance with manufacturer and vendor policies

Freight Damaged or Missing Product

If product is damaged or lost in transit by the freight carrier, the discrepancy should be noted on the receiving document (Bill of Lading) at time of receipt. The customer needs to contact En Pointe Customer Service within seven (7) days to make the claim. Claims made after seven days will be rejected.

FINET COMMODITY CODE(S):

2082000000-BUSINESS SOFTWARE MISC: AGENDA, LABELS, MAIL LIST, PLANNING,
SCHEDULING

2085000000-GRAPHICS CLIP ART, DEMOS, PRESENTATION, SLIDE SHOWS, ETC.

2088400000-SPREAD SHEET

2089400000-WORD PROCESSING, TEXT EDITORS, SPELL CHECKERS

Microsoft Academic Select **Agreement** Renewal Form

Academic Select Agreement
number
Reseller or Microsoft affiliate to
complete

01S63324

Use this form if you wish to renew the Academic Select Agreement specified above. You can renew your Academic Select Agreement for 12 or 36 months.

- When you renew your agreement, all enrollments under your agreement are automatically renewed.
- If you do not submit this form within 30 days following the expiration date of your Academic Select Agreement, then your agreement (and all enrollments under your agreement) will expire on the original expiration date.

To renew, please check one box below:

<input type="checkbox"/>
<input checked="" type="checkbox"/>

12 months. Check this box if you wish to renew for 12 months.

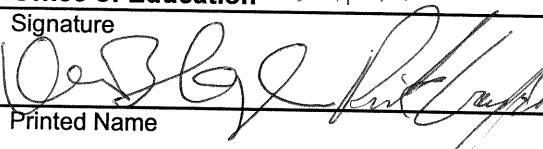

36 months. Check this box if you wish to renew for 36 months.

If you renew your Academic Select Agreement, then you can place orders at any time during your renewal term. However, if you wish to renew Software Assurance coverage ordered under your Academic Select Agreement, then you must place your order within 30 days from the expiration date of your current term.

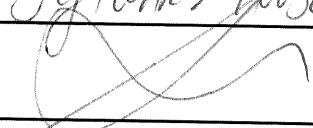
By renewing your Academic Select Agreement, you agree that its expiration date will change as provided in this form. All other terms and conditions of your agreement will apply during the renewal term.


To renew, please sign two copies of this form and return them to us.

Microsoft Licensing, GP
Attn: Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, NV 89511-1137

Customer (please complete all fields)	Contracting Microsoft Affiliate
Name of Entity <i>Education</i> Utah System of Higher Ed & Utah State Office of Education <i>SBR 7/13/06</i>	Microsoft Licensing, GP
Signature 	Signature 
Printed Name Kevin Taylor, Rick Gaisford, & Doug Richins	Printed Name
Printed Title Dir. IT, Specialist Edu. Tec. & Dir of Purchasing	Printed Title Ilene Evans Contract Administrator
Signature Date <i>7/13/2006</i>	Signature Date (date Microsoft affiliate countersigns) JUL 24 2006

Effective Date
 (may be different than our signature date) *9/1/2006*

Reseller (please complete all fields)
Name of Entity <i>Softwares House International</i>
Signature 
Printed Name SHERRIN RICHARDS
Printed Title Licensing Specialist
Signature Date July 20, 2006

APPROVED

DOUGLAS G. RICHINS
 Director of Purchasing
 State of Utah
7/13/06

Microsoft®

Licensing, GP

MICROSOFT LICENSING, GP
Dept. 551-Volume Licensing
6100 Neil Road, Suite 210
Reno, NV 89511-1137
United States of America

Phone: (775) 823-5600
Fax: (775) 826-9383

July 21, 2006

Program:	Select 6.1
Enrollment Number:	2625059-2676789-2686939- 2936818-2945408-2964388- 3006618-3085018-3154488- 3165079-3186098-3254877- 3395359-3396718-3456618- 3476218-3646018-3746518- 3763376-3826618-4155259- 4155432-4194948-4196718- 4205012-4225910-4235918- 4294947-4373878-4464772- 4476031-4516778-4586558- 4636889-4835656-4985210- 5046328-5124409-5346318- 5616518-5625447-5705118- 6206078-6286518-6335542- 6394531-6404220-6525818- 6534317-6775818-6845318- 7076218-7335910-7433279- 7545118-7776008-7815229- 8047509-8236318-8245618- 8296733-8326362-8515687- 8713128-8713639-9506209- 9715730-9716418-2675490- 2975309-3035588-3083301- 3346720-3455688-3473551- 3956841-4296118-4615839- 4855100-5035078-5045412- 5204113-6114488-6243829- 6245108-6293472-6734843- 6923816-6924043-7316018- 8368539
Master Number:	01S63324
Master Effective:	8/28/2003
Master End Date:	8/31/2009

Utah System of Higher Education
1194 West 10550 South
South Jordan, UT 84095

Dear Steve Petersen

Thank you for choosing Microsoft Select. Your Agreement has been **revised** due to a change of terms and conditions. Your 36 Month Renewal amendment has been processed. This amendment was effective on 9/1/2006.

We would like to remind you that your Enrollment Agreement is subject to the terms and conditions of the Master Agreement.

If you have any questions, please contact your local Large Account Reseller.

Sincerely,

MICROSOFT LICENSING, GP Worldwide Volume Licensing Operations

Terms and Conditions

1. Definitions.

In this agreement, “you” means the eligible education customer that has entered into this agreement with us, and “we” or “us” means the Microsoft entity that has entered into this agreement or an enrollment. In addition, the following definitions apply:

“affiliate” means

(a) with regard to you,

(i) if you are a non-public entity, any eligible education customer that you own and/or control, that owns you and/or controls you, or that is under common ownership and/or control with you, and

(ii) if you are a state or local government entity,

(A) any other eligible education customer that is an agency, department, office, bureau, division, or other entity of your state or local government, and

(B) any other eligible education customer expressly authorized by the laws of your state to purchase under state education contracts;

provided that your state and its affiliates shall not, for purposes of this definition, be considered to be affiliates of the federal government and its affiliates; and

(b) with regard to us, any legal entity that we own, that owns us, or that is under common ownership with us;

“available” means, with respect to a product, that we have made licenses for that product available for ordering under the Academic Select License program;

“eligible education customer” means any qualified educational user identified in Schedule A as being eligible to license and use products under the Academic Select License program;

“enrolled affiliate” means an entity, either you or any one of your affiliates, that has entered into an enrollment under this agreement;

“enrollment” means the document that you or your affiliate submits under this agreement to sign up for the Academic Select License program;

“fix(es)” means product service packs and other fixes that we release generally;

“License” means any one of those offerings identified in the Product List (including standard licenses, and upgrades for desktop operating systems) that provides the right to run the version of the product for which it is ordered;

“L&SA” means a License and Software Assurance for any product ordered;

“ownership” means, for purposes of the definition of “affiliate” above, and only with respect to non-public eligible education customers, more than 50% ownership;

“product” means any product available to license as described on the Product List;

“Product List” means, with respect to the Academic Select License program, the statement published by Microsoft from time to time on the World Wide Web at <http://microsoft.com/licensing/>, or at a successor site that we identify, which identifies the products that are or may be made available to Academic Select License program customers (which availability may vary by region) and any product-specific conditions or limitations on the acquisition of licenses for the product;

“renewal order” means the order that an enrolled affiliate submits at the beginning of any renewal term to renew Software Assurance coverage for products previously ordered under its enrollment;

“reseller” means a large account reseller authorized by us or one of our affiliates to resell licenses in an enrolled affiliate’s area under the Academic Select License program;

“run” or “use” means to copy, install, use, access, display, run or otherwise interact with; and

“Software Assurance” means, for any underlying licensed product for which it is ordered, the right to upgrade to, and run, the latest version of that product that we make available during the covered period.

2. *How the Academic Select License program works.*

The Academic Select License program allows eligible education customers to license our products at discount pricing based on the volume of their license purchases. You and your affiliates can participate in this program by submitting one or more enrollments under this agreement. Once enrolled, the enrolled affiliate will receive master copies of products it intends to license and may run as many copies as it wishes during the term of its enrollment, provided it places monthly orders for those copies. Regarding public eligible educational customers, only enrolled affiliates identified in an enrollment will be responsible for complying with the terms of that enrollment, including the terms of this agreement incorporated by reference in that enrollment. We may refuse to accept an enrollment if we have a business reason for doing so. Product support is not included with the licenses under this agreement.

- a. Price level – minimum forecast.** Each product offering is assigned a point value on the Product List and is assigned to one of the following pools: applications, systems or servers. In order for your enrolled affiliates to qualify for academic level pricing (“Education level A”) and be eligible to acquire licenses from any particular pool under this agreement, you must select that pool on the attached Academic Select Volume Forecast Form and represent to us that you reasonably expect your enrolled affiliates, in the aggregate, to acquire from that pool, during the initial term of this agreement, product licenses with a total point value of at least 1500 points. Your price level will be used to determine the prices we will invoice each enrolled affiliate’s reseller for product licenses that enrolled affiliate orders.
- b. Price level compliance.** On every anniversary of the effective date of this agreement, including anniversaries during any renewal term, we will review the total license acquisitions by all enrolled affiliates during the previous three years to ensure that the minimum point requirement (1500 per pool) has been met for each selected pool. For the first anniversary and second anniversary reviews, we will multiply your enrolled affiliates’ actual points earned for licenses purchased under this agreement by 3 and 1.5, respectively, to derive a three-year license purchase history. If the actual points earned within a pool fall below the minimum point requirement, your enrolled affiliates will no longer be allowed to acquire licenses from that pool under this agreement.
- c. Choosing, maintaining or changing a reseller.** Each enrolled affiliate must choose and maintain a reseller authorized in the enrolled affiliate’s area. Resellers are authorized to resell our product licenses, but act independently and have no authority to bind us. If we discontinue a reseller, the enrolled affiliate must choose a replacement. If an enrolled affiliate intends to change its reseller, the enrolled affiliate must submit written notice to us and the former reseller, on a form that we provide, at least 30 days prior to the date on which the change is to take effect. In case of a change of reseller, the enrolled affiliate is responsible for ensuring that all its obligations to the former reseller are met.

3. *How to order product licenses.*

- a. Placing orders.** Each enrolled affiliate must submit orders for all copies of any products it or its affiliates run under its enrollment. Orders must be submitted in the month in which those copies are first run. Unless the enrolled affiliate is eligible to order just Software Assurance as described below, each order must be for either a License or L&SA. Each enrolled affiliate must submit orders to the enrolled affiliate’s reseller. Price and payment terms for all licenses ordered will be determined by agreement between the enrolled affiliate and its chosen reseller.

When is the enrolled affiliate eligible to order just Software Assurance? An enrolled affiliate may order Software Assurance for copies of a product, without the need to simultaneously order a new License for those copies, in the following circumstances:

- At the beginning of a new enrollment, the enrolled affiliate may order Software Assurance for copies of products for which the enrolled affiliate has previously obtained perpetual licenses through Upgrade Advantage, Software Assurance or any similar upgrade protection, so long as (i) the new enrollment becomes effective no later than one day following the expiration of that upgrade protection, and (ii) the enrolled affiliate places its Software Assurance order at the time it submits its new enrollment to its reseller.
- During the term of its enrollment (including any renewal term), an enrolled affiliate may be eligible to order Software Assurance under its enrollment for copies of certain products licensed through retail sources or from an original equipment manufacturer (OEM), provided that the enrolled affiliate places its order within the required time frame. The Product List identifies those products that may be enrolled in Software Assurance as described in this subsection and the applicable time frame for placing an order.
- An enrolled affiliate may also order Software Assurance in any other circumstances expressly permitted in the Product List.
- An enrolled affiliate may renew Software Assurance ordered under its enrollment at the time it renews that enrollment, as described in subsection 16(d) (How to renew this agreement).

In all such cases, the enrolled affiliate must submit orders for Software Assurance for the remaining initial enrollment or renewal term.

- b. Invoices and payments.** The prices at which we will invoice each enrolled affiliate's reseller will be based upon the price level under this agreement. For any orders for Software Assurance or L&SA, if the enrolled affiliate elects to spread its payments over the applicable initial enrollment or renewal term rather than paying in a lump sum, it may make this election with its reseller. In such cases, we will invoice the enrolled affiliate's reseller in equal installments, the first installment upon receipt of the order and subsequent installments on each remaining anniversary of the effective date of this agreement occurring during the initial enrollment or renewal term in which the order was placed. Any amounts for Licenses only (i.e. without accompanying Software Assurance) will be invoiced to the enrolled affiliate's reseller in full upon receipt of the order.
- c. Reporting country of use.** On all orders, the enrolled affiliate must report the countries where the enrolled affiliate or its affiliates run the products licensed under this agreement and the approximate number of copies run in each of those countries. This information is for our internal use only.
- d. Divestitures or Privatization.** If an enrolled affiliate intends to transfer more than ten percent of its computers in connection with i) a divestiture of an affiliate or an operating division of the enrolled affiliate or any of its affiliates or ii) a privatization of government operations, and as a result it would like to transfer the copies of the products running on those computers prior to the expiration of its enrollment, we will work with that enrolled affiliate in good faith to arrange for acceleration of any remaining payments for those copies run pursuant to Software Assurance or L&SA and to allow for the transfer of perpetual licenses for such copies as described in section 10 (Transferring licenses). Any perpetual licenses obtained as described in this paragraph will be for the latest version of the products available as of the later of (i) the date on which the enrolled affiliate has completed payment, or (ii) the date of transfer.

4. *How to confirm orders.*

We will publish information about orders placed by each enrolled affiliate, including an electronic confirmation of each order, on a password-protected site on the World Wide Web at <https://licensing.microsoft.com> or a successor site that we identify. Upon our acceptance of this agreement and enrollments entered into under this agreement, the contact identified for this purpose on the cover page will be provided access to this site.

5. *License grant – what your enrolled affiliates are licensed to run.*

At any time after its enrollment effective date, each enrolled affiliate may run for its own benefit as many copies as it chooses, of any available products it chooses, provided that it submits orders for all such copies as required in subsection 3(a) (Placing orders). Each enrolled affiliate may run in place of any product version it licenses under this agreement a prior version or different language version (so long as that different language version is available under the Academic Select License program) of the same product. If an affiliate runs copies of products under an enrolled affiliate's enrollment, those copies are sublicensed from that enrolled affiliate subject to the terms of this agreement. These rights apply to the licenses obtained under an enrollment and are not related to any order for fulfillment of software media.

License only. An enrolled affiliate's right under this agreement to run copies of any product for which it orders only a License is temporary until the enrolled affiliate has paid for that License in full. Thereafter, the enrolled affiliate will have a perpetual license to run the number of copies ordered in the version ordered.

L&SA or Software Assurance. An enrolled affiliate's right under this agreement to run copies of any product for which it orders L&SA or Software Assurance is temporary until one of the following occurs:

- (i) the enrolled affiliate has paid all installments of the price for such coverage, and the applicable initial enrollment or renewal term during which such product licenses were ordered has expired or been renewed; or
- (ii) the enrolled affiliate is otherwise eligible for perpetual licenses pursuant to subsection 3(d) (Divestitures) or upon early termination as provided in subsection 16(c) (Effect of termination or expiration).

Thereafter, the enrolled affiliate will have perpetual licenses to run the latest version available as of such date of expiration, renewal or termination (or any prior version), for the number of copies ordered during the applicable initial enrollment term or renewal term. In the case of early termination as provided in subsection 16(b) (Termination), if an enrolled affiliate chooses only to pay amounts due and payable as of the termination date, then the enrolled affiliate will instead have perpetual licenses for the number of copies specified in subsection 16(c) (Effect of termination or expiration). Any perpetual licenses received through Software Assurance supersede and replace the underlying perpetual licenses for which that Software Assurance coverage was ordered.

All perpetual licenses acquired under this agreement remain subject to the terms of this agreement and the applicable product use rights.

This agreement, the applicable enrollment, the enrolled affiliate's order confirmation described in section 4 (How to confirm orders) above and any documentation evidencing transfers of licenses as described in subsection 10(a) (How to transfer), together with proof of payment, will be the enrolled affiliate's evidence of all licenses obtained under its enrollment.

We do not transfer any ownership rights in any licensed product, and we reserve all rights not expressly granted.

6. *Restrictions on use.*

An enrolled affiliate may not:

- Separate the components of a product made up of multiple components by running them on different computers, by upgrading or downgrading them at different times, or by transferring them separately, except as otherwise provided in the product use rights;
- Rent, lease, lend or host products, except where we agree by separate agreement;
- Reverse engineer, de-compile or disassemble products, except to the extent expressly permitted by applicable law despite this limitation; or
- Transfer licenses to, or sublicense, products to the U.S. Government.

Products licensed under this agreement may be used only by and for the benefit of an eligible education customer. Client Access Licenses your enrolled affiliates acquire solely to enable their students to access their servers are, for purposes of this restriction, deemed to be "used by and for the benefit of an eligible education customer." Licenses obtained under this agreement may not be transferred, sublicensed, rented, leased or loaned to any person or entity that is not an eligible education customer.

Products licensed under this agreement are subject to U.S. export jurisdiction. You agree to comply with all applicable international and national laws that apply to these products, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments. For additional information, see <http://www.microsoft.com/exporting/>.

7. *How to know what product use rights apply.*

The product use rights applicable to products licensed under each enrollment are as follows. We will provide you with a copy of the applicable product use rights, or will make them available to you either by publication on the World Wide Web, at <http://microsoft.com/licensing/> or at a successor site that we identify, or by some other reasonable means. You acknowledge that you have access to the World Wide Web.

- a. *For latest versions available as of an enrollment effective date.*** For the latest version of any product available on or before the enrollment effective date, the product use rights in effect on the enrollment effective date for that product and version apply.
- b. *For versions and products that become available after an enrollment effective date.*** For any version of any existing product, or any new product, first made available after the enrollment effective date, the product use rights in effect on the date on which the version or product first becomes available apply.
- c. *For versions of a product that predate the latest version available as of an enrollment effective date.*** If an enrolled affiliate is using a version of any product licensed under its enrollment that became available prior to the version that was current on the enrollment effective date, the enrolled affiliate's use of the earlier version will be governed by the product use rights that would apply if the enrolled affiliate were using the version licensed under the enrollment, or in the case of Software Assurance or L&SA, the latest version that is or becomes available at any time during its enrollment.
- d. *Cross-language use rights.*** If an enrolled affiliate is using any different language version of any product licensed under its enrollment, the enrolled affiliate's use of the different language version will be governed by the product use rights for the version licensed under the enrollment.
- e. *Right to reassign Software Assurance coverage to replacement computers.*** An enrolled affiliate may reassign Software Assurance coverage ordered for an underlying desktop operating system product installed on one computer to a replacement computer so long as (i) that replacement computer is licensed to run the latest version of the desktop operating system available as of the date of the reassignment, and (ii) the enrolled affiliate removes from the original computer any desktop operating system upgrades that were installed under the reassigned Software Assurance coverage. An enrolled affiliate may not otherwise separate Software Assurance coverage or any right to run any version of any product acquired through such coverage from the underlying license for which it is ordered.
- f. *Microsoft's commitment on use rights.*** We will not change an enrolled affiliate's product use rights for any version of a product after it becomes available to that enrolled affiliate under its enrollment.
- g. *Alternative product use rights.***
 - (i) *Deploying licenses in academic settings.*** For each copy of Microsoft Encarta Reference Suite, Microsoft Encarta Deluxe, any title from the Microsoft Mastering Series, Microsoft Visual Basic (Learning, Professional and Enterprise Editions), Microsoft Visual C++

(Standard, Professional and Enterprise Editions), Microsoft Visual FoxPro, Microsoft Visual J++ (Standard and Professional Editions), Microsoft Visual Studio (Professional and Enterprise Editions), Microsoft Office Developer and Microsoft Visual InterDev an enrolled affiliate licenses for instructional purposes in connection with a class or other educational program, the enrolled affiliate may, as an alternative to deploying the product pursuant to the licensing model described in the product use rights, either (x) permit an unlimited number of student users at its educational institution to run the product on a single computer or similar device, provided that all such users comply with all other terms of this agreement; or (y) if the enrolled affiliate has licensed multiple copies of the product, then, at any time, its students or faculty may run as many copies of the product as it has licensed copies, provided that those users comply with all other terms of this agreement. If the anticipated number of users of the product will exceed the number of copies the enrolled affiliate has licensed, it must have a reasonable mechanism or process in place to ensure that the number of persons running the product at any given point in time does not exceed the number of copies licensed.

- (ii) **Deploying licenses in Per Mailbox Mode.** For each copy of Microsoft Exchange Server an enrolled affiliate licenses, it may, as an alternative to deploying the product pursuant to the licensing model described in the product use rights, use the product in "Per Mailbox Mode". Per Mailbox Mode requires the enrolled affiliate to dedicate one Microsoft Exchange Client Access License ("CAL") to each unique mailbox accessing or utilizing the services of Microsoft Exchange Server. If an enrolled affiliate chooses to deploy the product in Per Mailbox Mode, it may not later redeploy the product in Per Seat Mode. If an enrolled affiliate initially elects to deploy the product in the Per Seat Mode, it may transition one time only to the Per Mailbox Mode, but then this choice is permanent. Except as otherwise specified in this subsection (ii), all other terms and conditions governing use of the product in the Per Seat Mode govern use of the product in Per Mailbox Mode.

- h. Work at home product use rights.** For each copy of Microsoft Office Standard and Microsoft Office Professional an enrolled affiliate licenses, any of its faculty, staff or other employee users (but not any student user who is not also an employee user) of the computer or similar device on or from which such product is run may also run a second copy, during the term of this agreement (including any renewals) for work-related purposes only, from either a laptop or desktop computer that he or she owns or leases.

For each copy of (i) Microsoft Windows 2000 Professional or Terminal Services Client Access License and (ii) Windows 2000 Server Client Access License, or their successor products, an enrolled affiliate licenses, any of its faculty, staff or other employee users (but not any student user who is not also an employee user) of the computer or similar device on or from which such product is run may also access the Terminal Services of a Windows 2000 Server, Terminal Server Edition during the term of this agreement for work-related purposes only, from either a laptop or desktop computer that he or she owns or leases.

You and your affiliates must make reasonable efforts to ensure that faculty, staff or other employee users delete and remove such copies from the temporary memory (RAM) and permanent memory (e.g. hard disk) of their computers at the end of the term of this agreement.

8. Software Assurance Membership.

Each enrolled affiliate that commits to obtaining either L&SA or Software Assurance for all copies of all products licensed within a designated product pool throughout the term of its enrollment (including any renewal) qualifies for Software Assurance Membership. Membership may entitle the enrolled affiliate to special benefits. Enrolled affiliates that make the commitment for more than one pool may be entitled to further benefits. Each enrolled affiliate that elects to become a Software Assurance Member must indicate its selection of the Software Assurance Membership option, and the product pool(s) for which it is making the required commitment, on its enrollment. Software Assurance Membership benefits may be subject to additional terms and conditions. A description of Software Assurance Membership benefits and additional details is available from an enrolled affiliate's reseller or Microsoft account manager.

9. *Making copies of software.*

- a. Copies necessary for internal deployment.** Each enrolled affiliate may make as many copies of the products licensed as necessary to distribute the products to its users. All copies of any product must be true and complete copies (including copyright and trademark notices) and be made from CD-ROMs, disk sets or a network source acquired from or made available by a Microsoft approved fulfillment source for that product. Each enrolled affiliate may also have a third party make or distribute copies in its place, but the enrolled affiliate is responsible for third-party actions to the same extent it would be if the third party were its employee. You and your affiliates must make reasonable efforts to make employees, agents and other individuals running a product aware that the product is licensed from us and may only be run or transferred subject to the terms of this agreement.
- b. Copies for training, evaluation and back-up.** During the term of its enrollment (including any renewal), each enrolled affiliate and any affiliate to which it sublicenses may (i) run up to 20 complimentary copies of any product in a dedicated training facility on their premises; (ii) run up to 10 complimentary copies of any product for a 60-day evaluation period; and (iii) make and retain one complimentary copy of any licensed product for back-up or archival purposes for each of their distinct geographic locations.
- c. Re-imaging rights.** If an enrolled affiliate or any affiliate to whom it sublicenses has licensed products from an original equipment manufacturer (OEM), through a retail source or under any Microsoft program other than this Academic Select License program, it may use copies made from the media provided under the enrolled affiliate's enrollment in place of any copies made from the media provided through that separate source, so long as it complies with the following restrictions.
- (i) The enrolled affiliate must have obtained a separate license from the separate source for each copy being replaced.
 - (ii) The product, language, version and all components (in the case of product suites, such as Office) of the copies made from the media provided under its enrollment must be identical to the product, language, version and all components of the copies they replace.
 - (iii) In the case of copies licensed from an original equipment manufacturer (OEM) or through a retail source, in addition to the other conditions outlined in this subsection 9(c), the product type (e.g. upgrade or full license) of the copies made from the media provided under its enrollment must be identical to the product type of the copies they replace. However, an enrolled affiliate may use copies of a desktop operating system made from the media provided under its enrollment in place of copies of the same desktop operating system obtained from a separate source, even though they may be of different types (i.e. one may be an upgrade and the other a full license), provided that the product, language and version are identical.

The use of any copies made under this subsection 9(c) is subject to the terms and use rights provided with the copies being replaced, and nothing in this subsection creates or extends any warranty or support obligation.

10. *Transferring licenses.*

- a. How to transfer.** An enrolled affiliate may transfer its perpetual licenses to an affiliate, or to an eligible education customer in connection with a divestiture of an affiliate or an operating division of the enrolled affiliate or any of its affiliates, a merger, a consolidation, a reorganization, or privatization, as long as the enrolled affiliate provides prior written and signed notice, on a form that we provide, that includes: (i) the applicable enrollment number; (ii) the quantity of licenses being transferred by product and version; (iii) the name, address and contact information of the transferee; and (iv) any other information that we may reasonably request.

For all other transfers of licenses, our written consent is required. We will not withhold our consent unreasonably. No license transfer will be valid unless the enrolled affiliate provides to the transferee, and the transferee accepts in writing, the applicable product use rights (as provided in subsections 7(a) (For latest versions available as of an enrollment effective date) and (b) (For versions and products that become available after an enrollment effective date), use restrictions, limitations of liability, and the transfer restrictions of this section 10. Any transfer made in violation of the requirements or restrictions in this section will be void.

- b. When transfers are not permitted.** An enrolled affiliate may not transfer (i) licenses on a short-term basis (either to third parties or by reassignment to different users or devices internally), (ii) temporary rights to use products, (iii) Software Assurance coverage, (iv) perpetual licenses for any version of any product acquired through Software Assurance separately from the underlying perpetual licenses for which that Software Assurance coverage was ordered; or (v) upgrade licenses for a desktop operating system product separately from the underlying operating system license or from the computer system on which the product was first installed.

11. Confidentiality.

To the extent permitted by applicable law, and subject to the requirements of your public records law if you are a public entity, the terms and conditions of this agreement are confidential. Neither you nor we will disclose such terms and conditions, or the substance of any discussions that led to them, to any third party other than your or our affiliates or agents, or to your designated or prospective resellers who: (a) have a need to know such information in order to assist in carrying out this agreement; and (b) have been instructed by you or us that all such information is to be handled in strict confidence.

12. Warranties.

- a. Limited product warranty.** We warrant that each version of a product will perform substantially in accordance with our user documentation. This warranty is valid for a period of one year from the date an enrolled affiliate first runs a copy of the version. Any warranties imposed by law concerning the products are limited to the same one year period. This warranty does not apply to components of products that an enrolled affiliate is permitted to redistribute under applicable product use rights, or if failure of the product has resulted from accident, abuse or misapplication. If the enrolled affiliate notifies us within the warranty period that a product does not meet this warranty, then we will, at our option, either (i) return the price paid for the product or (ii) repair or replace the product. This is your exclusive remedy for any failure of any product to function as described in this paragraph.
- b. NO OTHER WARRANTIES.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, OTHER THAN THOSE IDENTIFIED EXPRESSLY IN THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PRODUCTS OR RELATED MATERIALS. WE WILL NOT BE LIABLE FOR ANY SERVICES OR PRODUCTS PROVIDED BY THIRD PARTY VENDORS, DEVELOPERS OR CONSULTANTS IDENTIFIED OR REFERRED TO YOU BY US UNLESS SUCH THIRD PARTY PRODUCTS OR SERVICES ARE PROVIDED UNDER WRITTEN AGREEMENT BETWEEN YOU AND US, AND THEN ONLY TO THE EXTENT EXPRESSLY PROVIDED IN SUCH AGREEMENT.

13. Defense of infringement and misappropriation claims.

We will defend you against any claim made by an unaffiliated third party that any product or fix infringes its patent, copyright, or trademark or misappropriates its trade secret, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance in defending the claim, and we will reimburse you for reasonable out of pocket expenses that you incur in providing that assistance. The terms "misappropriation" and "trade secret" are used as defined in the Uniform Trade Secrets Act.

Our obligations will not apply to the extent that the claim or adverse final judgment is based on (i) your running of the product or fix after we notify you to discontinue running due to such a claim; (ii) your combining the product or fix with a non-Microsoft product, data or business process; (iii) damages attributable to the value of the use of a non-Microsoft product, data or business process; (iv) your altering the product or fix; (v) your distribution of the product or fix to, or its use for the benefit of, any third party; (vi) your use of our trademark(s) without express written consent to do so; or (vii) for any trade secret claim, your acquiring a trade secret (a) through improper means; (b) under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (c) from a person (other than us or our affiliates) who owed to the party asserting the claim a duty to maintain the secrecy or limit the use of the trade secret. . You will be responsible for any costs or damages that result from these actions.

If we receive information concerning an infringement claim related to a product or fix, we may, at our expense and without obligation to do so, either (i) procure for you the right to continue to run the allegedly infringing product or fix, or (ii) modify the product or fix or replace it with a functional equivalent, to make it non-infringing, in which case you will stop running the allegedly infringing product or fix immediately. If, as a result of an infringement claim, your use of a product or fix is enjoined by a court of competent jurisdiction, we will, at our option, either procure the right to continue its use, replace it with a functional equivalent, modify it to make it non-infringing, or refund the amount paid and terminate the license for the infringing product or fix.

If any other type of third party claim is brought against you regarding our intellectual property, you must notify us promptly in writing. We may, at our option, choose to treat these claims as being covered by this section. This Section 13 provides your exclusive remedy for third party infringement and trade secret misappropriation claims.

14. Limitation of liability.

a. Limitation. There may be situations in which you or an enrolled affiliate have a right to claim damages or payment from us. Except as otherwise specifically provided in this subsection, whatever the legal basis for the claims, our liability will be limited, to the maximum extent permitted by applicable law, to direct damages up to the amount you or the enrolled affiliate have paid for the product giving rise to the claims. In the case of free product or code you or an enrolled affiliate are authorized to redistribute to third parties without separate payment to Microsoft, our total liability to you or the enrolled affiliate will not exceed US\$5000. The limitations contained in this subsection will not apply with respect to the following in connection with the performance of this agreement:

(i) our obligations under Section 13 to defend third party claims of patent, copyright or trademark infringement or trade secret misappropriation, and to pay damages resulting from any final adjudication (or settlement to which we consent) of such claims;

(ii) our liability for damages for gross negligence or willful misconduct, to the extent caused by us or our agent and awarded by a court of final adjudication; and

(iii) our obligations under section 11 (confidentiality).

b. No liability for certain damages. To the maximum extent permitted by applicable law, neither party nor any of its affiliates or suppliers will be liable for any indirect damages (including, without limitation, consequential, special or incidental damages, damages for loss of profits or revenues, business interruption, or loss of business information) arising in connection with any agreement, product or service, even if advised of the possibility of such damages or if such possibility was reasonably foreseeable. This exclusion of liability does not apply to either party's liability to the other for violation of its confidentiality obligation or of the other party's intellectual property rights.

- c. Application.** Except as specified expressly in this Section 14, the limitations on and exclusions of liability for damages in this agreement apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory.

15. Verifying Compliance.

You must keep records relating to the products you and any affiliate run. We have the right to verify compliance, at our expense, during the term of this agreement and for a period of one year thereafter. To do so, we will engage an independent accountant from a nationally recognized public accounting firm, which will be subject to a confidentiality obligation. Verification will take place upon not fewer than 30 days notice, during normal business hours and in a manner that does not interfere unreasonably with your operations. As an alternative, we may require you to accurately complete our self-audit questionnaire relating to the products you and any affiliates use. If verification or self-audit reveals unlicensed use of products, you must promptly order sufficient licenses to permit all product usage disclosed. If material unlicensed use is found (license shortage of 5% or more), you must reimburse us for the costs we have incurred in verification and acquire the necessary additional licenses as single retail licenses within 30 days. If we undertake such verification and do not find material unlicensed use of products, we will not undertake another verification of the same entity for at least one year. We and our auditors will use the information obtained in compliance verification only to enforce our rights and to determine whether you are in compliance with the terms of this agreement. By invoking the rights and procedures described above, we do not waive our rights to enforce this agreement or to protect our intellectual property by any other means permitted by law.

16. Term, termination and renewal.

- a. Term.** This agreement will remain in effect for 36 full calendar months following the effective date unless it is renewed or terminated earlier as described below. All enrollments entered into under this agreement will expire or terminate upon the expiration or termination of this agreement, unless terminated earlier as described below.
- b. Termination.** Either party to an enrollment may terminate it if the other party materially breaches its obligations under this agreement, including any obligation to submit orders or pay amounts owed (even if such non-payment is caused by non-appropriation of funds if you are a public eligible education customer). Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days notice and opportunity to cure. If we give such notice to an enrolled affiliate, we will give you a copy of that notice as well and you agree to assist in attempting to resolve the problem. If the problem also affects other enrollments and cannot be resolved between you and us within a reasonable period of time, we may also terminate this agreement and all other enrollments under it, unless the basis for termination of the enrollment is non-appropriation of funds to the enrolled affiliate, in which event we may only terminate the affected enrollment. If an enrolled affiliate ceases to be your affiliate or ceases to be an eligible education customer, you must promptly notify us of this fact, and we may terminate its enrollment.
- c. Effect of termination or expiration.** Upon expiration or termination of this agreement or any enrollment, the enrolled affiliate must order licenses for all copies of products it or its affiliates have run under its enrollment for which the enrolled affiliate has not previously submitted an order. Except as provided in the next paragraph, in the event of termination all unpaid installments of the price for any licenses will immediately become due and payable, and the enrolled affiliate will be entitled to perpetual licenses only after all such payments have been made.

If (i) an enrolled affiliate terminates its enrollment as a result of our breach, or (ii) we terminate an enrolled affiliate's enrollment because it has ceased to be your affiliate, or (iii) an enrolled affiliate is a public eligible education customer and we terminate an enrollment for non-payment due to non-appropriation of funds, then the enrolled affiliate will have the following options. It may immediately pay the total remaining amount due, including all installments, in which case the

enrolled affiliate will have perpetual licenses for all copies of the products it has ordered. As an alternative, it may pay only amounts due and payable as of the termination date, in which case the enrolled affiliate will have perpetual licenses for (i) all copies of all products for which payment has been made in full, and (ii) the number of copies of products for which payment has been made in installments that is proportional to the amount that has been paid as of the termination date.

- d. How to renew this agreement.** We will provide you with 60 days prior written notice of expiration of the initial agreement or renewal term advising you of your renewal options. You may have the option to renew this agreement for successive terms of 12 or 36 full calendar months. When you renew this agreement all enrollments under this agreement are automatically renewed. We and our affiliates will not unreasonably refuse to renew this agreement or reject any renewal order. However, we may make a change to the Academic Select License program that will make it necessary for you and your enrolled affiliates to enter into new agreements and enrollments.

Placing renewal orders. If an enrolled affiliate wishes to renew Software Assurance for any copies previously covered under its enrollment, it must submit a renewal order for those copies for the entire renewal term within 30 days after the previous term expired. Each renewal term will start the day following expiration of the prior term. Upon renewal of this agreement, an enrolled affiliate will not be eligible to order Software Assurance coverage for any copies of any products for which it obtained only a License without first acquiring L&SA.

Consequences of non-renewal. If you elect not to renew this agreement, or if an enrolled affiliate fails to renew Software Assurance coverage for any copies of any product licensed under an enrollment, and if the enrolled affiliate otherwise allows Software Assurance for those copies to lapse, then the enrolled affiliate will not be permitted to order Software Assurance for those copies later without first acquiring L&SA.

17. Miscellaneous.

- a. Notices.** All notices, authorizations, and requests given or made in connection with this agreement must be sent by post, express courier, facsimile, or email to the addresses and numbers indicated in the applicable cover page to this agreement. Notices will be deemed delivered on the date shown on the postal return receipt or on the courier, facsimile or email confirmation of delivery.
- b. Assignment.** This agreement may be assigned by either party only to an affiliate, but assignment will not relieve the assigning party of its obligations under the assigned agreement. If either party assigns this agreement or any enrollment, it must notify the other party of the assignment in writing.
- c. Severability.** If a court holds any provision of this agreement to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect and the parties will amend this agreement to give effect to the stricken clause to the maximum extent possible.
- d. Waiver.** No waiver of any breach of this agreement shall be a waiver of any other breach, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.
- e. Force Majeure.** To the extent that either party's performance is prevented or delayed, either totally or in part, for reasons beyond that party's control, then that party will not be liable, so long as it resumes performance as soon as practicable after the reason preventing or delaying performance no longer exists.
- f. Non-exclusivity.** This agreement and all enrollments under it are non-exclusive. Nothing contained in this agreement or any such enrollment requires you to license, use or promote Microsoft software or services exclusively. You may, if you choose, enter into agreements with other parties to license, use or promote non-Microsoft software or services.

- g. Entire agreement.** The documents identified on the cover page to this agreement constitute the entire agreement concerning the subject matter, and supersede any prior or contemporaneous communications. In the case of a conflict between any of these documents that is not resolved expressly in the documents, their terms will control in the following order: (i) these terms and conditions and the accompanying cover page (except under circumstances where an outsourcer enrollment is used, in which case the terms of the outsourcer enrollment control over these terms and conditions); (ii) the Product List; (iii) the product use rights; and (iv) all other enrollments under this agreement. The terms of any purchase order or any general terms and conditions you or your affiliates maintain, other than those mandatory terms required by law or regulation, do not apply. This agreement (except the Product List and the product use rights) can be changed only by an amendment signed by both parties.
- h. Survival.** Provisions regarding product use rights, restrictions on use, evidence of perpetual licenses, transfer of licenses, warranties, limitations of liability, confidentiality, compliance verification and obligations on termination or expiration will survive termination or expiration of this agreement or any enrollment.
- i. Independent contractors.** Resellers are independent contractors who act in their own name and for their own account; and they have no authority to bind or impose any obligation or liability upon us.
- i. Applicable law.** This agreement shall be interpreted in accordance with and governed by the laws of the state of Washington, unless you are a public eligible education customer, in which event this agreement shall be interpreted in accordance with and governed by the laws of your State, in either case without giving effect to conflicts of law provisions.. This choice of law does not prevent either party from seeking injunctive relief with respect to a violation of intellectual property rights or confidentiality obligations in any appropriate jurisdiction.
- k. Copyright Violation.** Except to the extent you are licensed under this agreement, you will be responsible for your violation of our copyright in the products, including payment of license fees specified in this agreement for unlicensed use.

Academic Select Volume Forecast Form

(to be completed with your reseller or Microsoft account manager)

You forecast that during the initial term of this agreement you and your affiliates will acquire at least 1,500 points in each of the product pool(s) marked below to qualify for academic level pricing within such product pool(s). Each product offering is assigned the number of points specified in the Product List. Note that academic pricing is established on a per pool basis. You do not need to acquire products from all pools, but you must acquire at least 1,500 points in each pool for which you wish to qualify for academic level pricing.

Mark below those product pool(s) from which you and your affiliates expect to earn at least 1,500 points during the initial term of this agreement.

v	Product Pool
	Applications
	Systems
	Servers

Schedule A

Microsoft Qualified Educational User Definition (US Only)

All Microsoft eligible education customers must be located or reside in the United States¹. The following are eligible to acquire Microsoft Academic Edition (AE) products in the programs indicated and are defined as qualified educational users:

QUALIFIED EDUCATIONAL USERS:		ELIGIBLE PROGRAMS:
A) Educational Institutions	Defined as an accredited institution organized and operated exclusively for the purpose of teaching its enrolled students. An accredited institution must be:	AE Full Packaged Product Academic Open Academic Select
1.	A public or private K-12, vocational school, correspondence school, junior college, college, university, or scientific or technical school that is either institutionally accredited by an accrediting agency nationally recognized by the U.S. Secretary of Education or, in the case of public K-12 institutions only, recognized or approved by the Department of Education of the State in which it is located. OR	Campus Agreement (Higher Ed Only) School Agreement (K12 Ed or Preschool Only)
2.	A preschool meeting all of the following criteria: (i) is an early childhood program incorporated for the purpose of providing educational services to children between two and five years of age, and which serves minimum of ten such children; and (ii) has been in operation for at least one year.	
B) Administrative Offices or Boards of Education of Educational Institutions	Defined as (a) district, regional and state administrative offices of the public Educational Institutions defined in Section A above (b) administrative entities organized and operated exclusively for the administration of the private Educational Institutions defined in Section A above, or (c) other state or local government entities substantially all of whose activities consist of administrative support for public Educational Institutions defined in Section A above.	AE Full Packaged Product Academic Open Academic Select Campus Agreement (Higher Ed Only) School Agreement (K12 Ed or Preschool Only)
C) Full and Part Time Faculty and Staff of Educational Institutions	Defined as all full and part time faculty and staff of Educational Institutions defined in Section A above.	AE Full Packaged Product Only
D) Full and Part Time Enrolled Students of Higher Education Institutions	Defined as full and part time enrolled students of a higher Education Institution (defined as a public or private, vocational school, correspondence school, junior college, college, university, or scientific or technical institution meeting all criteria defined in Section A (1) above). Students of K-12 Educational Institutions are NOT Qualified Educational Users	AE Full Packaged Product Only Academic Student Select
E) Public Libraries	Must meet all of the following criteria: (i) provide general library services without charge to all residents of a given community, district or region; (ii) supported by public or private funds; (iii) make its basic collections and basic services available to the population of its legal service area without charges to individual users, but may impose charges on users outside its legal service area; and (iv) may or may not provide products and services, beyond its basic services, to the public at large with or without individual charges.	AE Full Packaged Product Academic Open Academic Select School Agreement
F) Public Museums	Must meet all the following criteria: (i) are a public or private agency or institution organized on a permanent basis for essentially education or aesthetic purposes; (ii) utilize a professional staff; and (iii) own or utilize tangible objects, care for them and exhibit them to the public on a regular basis.	AE Full Packaged Product Academic Open Academic Select School Agreement
G) Home-School Program	Defined as a home-schooling program which provides primary education to a student or students aged eighteen (18) or under and which is able to provide written proof that it either (i) belongs to a nationally-recognized home-schooling organization, or (ii) is expressly recognized by a local school district as an acceptable alternative to an accredited or state-recognized/approved educational institution.	AE Full Packaged Product

¹ All United States territories such as Puerto Rico, Guam, Virgin Islands are not eligible under this definition.

Special note regarding Hospitals, Healthcare Systems and Research Laboratories:

Hospitals, Healthcare Systems and Research Laboratories (including independent Research Laboratories or Research Laboratories affiliated with the Department of Defense or the Department of Energy) are NOT eligible to acquire AE products unless they are wholly owned and operated by a qualified Educational Institution as defined above in Section A. "Wholly owned and operated" means that the Educational Institution is the sole owner of said hospital, healthcare system or research laboratory and the only entity exercising control over the hospital's day-to-day operations. Additional information on determining if an entity is wholly owned and operated by an Educational Institution can be found at: <http://www.microsoft.com/education/pricing/docs/HospitalDefinition.doc>